

BASIC ORDERING AGREEMENT BETWEEN

Ricoh Corporation
and
Lockheed Martin Energy Systems

BASIC ORDERING AGREEMENT RC 2000-BOA01

This Basic Ordering Agreement (BOA) between Ricoh Corporation (Ricoch, hereinafter "Seller") and LOCKHEED MARTIN ENERGY SYSTEMS, (LMES) on behalf of the Department of Energy (DOE) is entered into to provide products and services to the DOE and its Management and Operating Contractors and designated affiliates in accordance with the following:

1. This Agreement includes products listed in Seller's GSA Federal Supply Schedule Contract(s) Numbers GS-26F-1015B for Purchase, and Lease-to-Ownership Program (LTOP).
2. This Agreement is for the Department of Energy and those contractors and designated affiliates named in [Attachment A](#).
3. The pricing is in accordance with Seller's GSA Contracts less multi-discounts on purchase price(s). Any temporary promotions reducing the purchase price(s) of an item or items on Seller's GSA Contracts will not be further discounted by this BOA. Pricing in accordance with Attachment C.
4. Additional Terms and Conditions are provided under [Attachment B](#) and in Seller's GSA Contracts.
5. Any news release, public announcement, advertisement or publicity proposed to be released by either party concerning the existence of this Agreement, its terms or conditions or the activities of either party in connection with the resulting agreement shall be subject to the approval of both parties prior to release.

The parties agree that the DOE (including DOE field offices) or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called "Contractor), may place orders under this BOA and receive the appropriate, discounted price.

Each Contractor shall place its own orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 – SCOPE OF WORK

All orders placed hereunder shall reference the number of this BOA (Agreement No. RC2000-BOA01). Effective term of Agreement is February 1, 2000 through January 31, 2005. If any of the above cited GSA Schedule Contracts expire without issuance of a successor Schedule Contract, then such Contracts shall be not a part of this BOA effective upon their expiration.

The Seller agrees to furnish such quantities of products described herein as Contractor may order during the term of this Agreement. The Sellers obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 – DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

F.O.B. Point (point of delivery):	Destination
Payment Terms:	Net 30 days from receipt of a proper invoice.

ARTICLE 3 – FIXED PRICES

Contact Seller’s Representative

ARTICLE 4 – ADMINISTRATIVE

BOA Procurement Administrator’s Address is as follows:

Lockheed Martin Energy Systems
Attn: D.W. Whitson
P.O. Box 2002
Oak Ridge, TN 37831
Telephone: (865) 576-1535
Fax: (865) 576-1475
E-mail: whn@v-12.doe.gov

ARTICLE 5 – SITE SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Subcontractor agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms and Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR or other applicable regulations and laws.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of (Contractor’s) signature date.

ACKNOWLEDGED AND CONFIRMED

Ricoh Corporation

Lockheed Martin Energy Systems

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____